

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

RODNEY McCRAY, an
individual,

Plaintiff,

v.

LIFE INSURANCE COMPANY
OF NORTH AMERICA, d/b/a CIGNA,
a corporation; and, TYCO INTERNATIONAL, INC.,
a corporation,

Defendants.

COMPLAINT

Introductory Allegations

1. Plaintiff, Rodney McCray, is a resident citizen of Montgomery County, Alabama.
2. Defendant, Life Insurance Company of North America d/b/a CIGNA ("CIGNA"), is a foreign corporation which at all relevant times mentioned in this Complaint has done or transacted business in the Middle District of Alabama. Plaintiff is informed and believes and based on such information and belief alleges that Defendant, Tyco International, Inc. ("Tyco"), is a foreign corporation which at all relevant times has done or transacted business in the Middle District of Alabama.
3. On or about June 5, 2005, Plaintiff was forced to stop working as a result of severe transformed migraine headaches. At that time Plaintiff, was employed as sales representative for Tyco . As a result of severe headaches, Plaintiff is no longer able to perform his job as a sales representative or to do any other work for which he is qualified by his

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education, training or experience.

4. During said time period, Tyco had in force and effect a welfare benefit plan which provided long term disability benefits to its employees through a group policy of insurance with CIGNA. Tyco is named as the Administrator of the Plan in the policy of insurance. Mr. McCray made a claim under the Plan in accordance with the terms of that Plan. However, his benefits under said Plan were denied. Because Plaintiff's claim herein involves a claim for benefits under an employee welfare benefit plan, his claims are governed by the Employees Retirement Income Security Act ("ERISA").

COUNT I

For Denial of Disability Benefits

5. Plaintiff adopts and incorporates by this reference paragraphs 1 through 4, inclusive, of this Complaint.

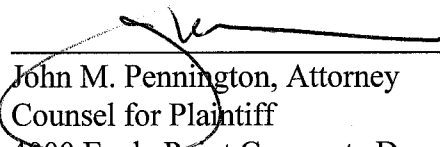
6. On or about June 5, 2005, Plaintiff became disabled within the meaning of the terms of said Plan, thereby qualifying him for the payment of benefits under that Plan. He has remained disabled under the terms of said Plan since that time.

7. Plaintiff complied with all terms of said Plan as a condition precedent to bringing this suit, including exhausting all of his administrative remedies.

8. Defendants' denial of Plaintiff's benefits under said Plan was wrong, constituted a breach of Defendants' obligations under the agreement, was a violation of ERISA, and/or was arbitrary and/or capricious. As a direct and proximate consequence of Defendants' wrongful conduct, Plaintiff suffered injuries and damages, including, but not limited to the following:

(a) loss of monetary benefits as set forth within the Plan.

WHEREFORE, Plaintiff demands judgment against the Defendants for compensatory damages and/or equitable relief in an amount to be determined by the Court, plus pre-judgment and post-judgment interest, costs of this suit, and a reasonable attorney's fee.



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Ala. Bar No. ASB-6905-N52J

Serve Defendants Certified Mail
Return Receipt Requested at:

Life Insurance Company of North America
c/o The Corporation Company
2000 Interstate Park
Ste. 204
Montgomery, AL 36109

Tyco International, Inc.
c/o The Corporation Company
2000 Interstate Park
Ste. 204
Montgomery, AL 36109